



INVITATION FOR BIDS (IFB)

SOLICITATION NO. V-MUL-21002-M

MARCH 29, 2021

ON-SITE SECURE DOCUMENT DESTRUCTION SERVICES FOR MDOT MVA

NOTICE TO BIDDERS/OFFERORS

NOTICE

All prospective bidders, the Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA) participates in the e-Maryland Marketplace Advantage electronic commerce system administered by the Maryland Department of General Services (DGS). All information regarding this solicitation including amendments, pre-bid minutes, and changes to bids due dates shall be posted on e-Maryland Marketplace Advantage. Because of instant access afforded by e-Maryland Marketplace Advantage, it is recommended that all vendors interested in doing business with MDOT MVA and other State Agencies register on e-Maryland Marketplace Advantage.

Information about registering, free of charge, on e-Maryland Marketplace can be obtained at the e-Maryland Marketplace Advantage website at: <https://emma.maryland.gov>.

Vendors must be registered on e-Maryland Marketplace Advantage to receive contract award.

SMALL BUSINESS RESERVE PROCUREMENT

This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501 —14-505, Annotated Code of Maryland, and that are certified by the Governor's Office of Small, Minority & Women Business Affairs (GOSBA) Small Business Reserve Program are eligible for award of a contract.

Minority Business Enterprises Are Encouraged to Respond to this Solicitation

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State of Maryland - Notice to Vendors

**STATE OF MARYLAND
NOTICE TO VENDORS**

In order to help us improve the quality of State solicitations, and to make our procurement process more responsive and business friendly, we ask that you take a few minutes and provide comments and suggestions regarding this solicitation. Please return your comments with your response. If you have chosen not to respond to this solicitation, please email or fax this completed form to the attention of the Procurement Officer (see the Key Information Summary Sheet below for contact information).

Solicitation No: V-MUL-21002-M
Title: On-Site Secure Document Destruction Services for MDOT MVA

1. If you have chosen not to respond to this solicitation, please indicate the reason(s) below:
 - ☐ Other commitments preclude our participation at this time.
 - ☐ The subject of the solicitation is not something we ordinarily provide.
 - ☐ We are inexperienced in the work/commodities required.
 - ☐ Specifications are unclear, too restrictive, etc. (Explain in REMARKS section.)
 - ☐ The scope of work is beyond our present capacity.
 - ☐ Doing business with the State of Maryland is simply too complicated. (Explain in REMARKS section.)
 - ☐ We cannot be competitive. (Explain in REMARKS section.)
 - ☐ Time allotted for completion of the Bid is insufficient.
 - ☐ Start-up time is insufficient.
 - ☐ Bonding/Insurance requirements are restrictive. (Explain in REMARKS section.)
 - ☐ Bid requirements (other than specifications) are unreasonable or too risky. (Explain in REMARKS section.)
 - ☐ MBE or VSBE requirements. (Explain in REMARKS section.)
 - ☐ Prior State of Maryland contract experience was unprofitable or otherwise unsatisfactory. (Explain in REMARKS section.)
 - ☐ Payment schedule too slow.
 - ☐ Other: _____
2. If you have submitted a response to this solicitation, but wish to offer suggestions or express concerns, please use the REMARKS section below. (Attach additional pages as needed.).

REMARKS:

Vendor Name: _____ Date: _____

Contact Person: _____ Phone (____) ____ - _____

Address:

E-mail Address:

IFB Key Information Summary Sheet

CONTRACT No.: V-MUL-21002-M

TITLE: On-Site Secure Document Destruction Services for MDOT MVA

ADVERTISED: March 28, 2021

PRE-BID MEETING: N/A

SITE VISIT: N/A

PROCUREMENT OFFICER: Kelli Gower, Procurement Officer
Division of Procurement
MDOT MVA
6601 Ritchie Highway
Glen Burnie, MD 21062
Phone: 410-768-7396
Email Address: kgower@mdot.maryland.gov

CONTRACT MANAGER: Eric Asugha
6601 Ritchie Highway
Glen Burnie, MD 21062

BIDS ARE TO BE IN EMMA: PLEASE FOLLOW THE
“RESPONDING TO SOLICITATIONS”
eMMA QUICK REFERENCE GUIDE

QUESTIONS DUE DATE: April 12, 2021

BID DUE DATE AND TIME: April 26, 2021

CONTRACT TERM: Five (5) Year Term w/ no renewal option

MINIMUM MBE GOALS: 0%

MINIMUM VSBE GOALS: 0%

SBR: Yes

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SECTION 1 - GENERAL INFORMATION

1.1 Summary Statement

- 1.1.1 The Maryland Department of Transportation Motor Vehicle Administration (MDOT MVA) is issuing this Invitation for Bids (IFB) to provide On-Site Secure Document Destruction services for various MDOT MVA locations.
- 1.1.2 It is the MDOT MVA's intention to obtain services, as specified in this IFB, from a Contract between the successful Bidder and the MDOT MVA. The anticipated duration of services to be provided under this Contract is for five (5) years, with no renewal options starting approximately July 1, 2021.
- 1.1.3 The MDOT MVA intends to award the responsible bidder that submits the lowest responsive bid for each location to be serviced. Bids need not be submitted for every location to be serviced, and separate awards may be made for each location. If a Vendor is the successful Bidder for multiple locations, multiple locations may be awarded under a single contract.

1.2 Abbreviations and Definitions

For purposes of this IFB, the following abbreviations or terms have the meanings indicated below:

- a. **Bid** – A statement of price offered by a Bidder in response to an IFB.
- b. **Bidder** – An entity that submits a Bid in response to this IFB.
- c. **BPW** – The Maryland Board of Public Works.
- d. **Business Day** – The official Working Days of the week to include Monday through Saturday. Official Working Days exclude State Holidays (see definition of "Normal State Business Hours" below).
- e. **CFMO** – Chief Facility Maintenance Officer.
- f. **Contract** – The Contract awarded to the successful Bidder pursuant to this IFB. The Contract will be in the form of **Attachment A**.
- g. **Contract Manager (CM)** – The State representative for this Contract who is primarily responsible for Contract administration functions, including issuing written direction, invoice approval, monitoring this Contract to ensure compliance with the terms and conditions of the Contract, monitoring MBE and VSBE compliance, and achieving completion of the Contract on budget, on time, and within scope. The Contract Manager may authorize in writing one or more State representatives to act on behalf of the Contract Manager in the performance of the Contract Manager's responsibilities.
- h. **eMMA** – eMaryland Marketplace Advantage.
- i. **FORCE MAJEURE** - An event or effect that could not be reasonably anticipated or controlled.

- j. **Go-Live Date** – The date when the Contractor must begin providing all services required by this solicitation.
- k. **Invitation for Bids (IFB)** – This Invitation for Bids solicitation issued by the MDOT MVA, Solicitation Number V-MUL-21002-M dated March 17, 2021, including any addenda.
- l. **Local Time** – Time in the Eastern Time Zone as observed by the State of Maryland. Unless otherwise specified, all stated times shall be Local Time, even if not expressly designated as such.
- m. **MDOT MVA** – Maryland Department of Transportation Motor Vehicle Administration.
- n. **Normal State Business Hours** - Normal State business hours are 8:30 a.m. – 4:30 p.m. Monday-Wednesday and Friday, 8:30 am. – 6:30 pm. Thursday and Saturday 8:00 a.m. – 3:00 p.m. except State Holidays, which can be found at: www.dbm.maryland.gov – keyword: State Holidays.
- o. **Notice to Proceed (NTP)** – A letter from the Contract Manager to the Contractor stating the date the Contractor can begin work subject to the conditions of the Contract. After Contract Commencement, additional NTPs may be issued by the Contract Manager regarding the start date for any service included within this IFB with a delayed, or non-specified implementation date, or if the MDOT MVA decides to exercise any optional services identified in this IFB.
- p. **POC** – Point of Contact – An MDOT MVA Official at each facility that provides the Contractor with appropriate access to the site and approves his/her entry to the facility.
- q. **Procurement Officer** – Prior to the award of any Contract, the sole point of contact in the State for purposes of this solicitation. After Contract award, the Procurement Officer has responsibilities as detailed in the Contract (Attachment A), including being the only State representative who can authorize changes to the Contract. The Department may change the Procurement Officer at any time by written notice to the Contractor.
- r. **State** – The State of Maryland.
- s. **Total Bid Price** - The Bidder's total price for services in response to this IFB, included in the Bid in the Contractor's Bid Sheet, and used in determining the recommended awardee (see IFB Section Award Basis).
- t. **Veteran-Owned Small Business Enterprise (VSBE)** – A business that is verified by the Center for Veterans Enterprise of the United States Department of Veterans Affairs as a veteran-owned small business. See Code of Maryland Regulations (COMAR) 21.11.13.
- u. **Working Day** – Same as “Business Day.”

1.3 Contract Type

Any contract resulting from this IFB shall be a firm fixed price as defined in COMAR 21.06.03.

1.4 Contract Duration

- 1.4.1 The Contract that results from this solicitation shall be for a five (5) period commencing as of the date the Contract is signed by the MDOT MVA which is anticipated to start on July 1, 2021. Approval of the Contract by the Board of Public Works will precede the final approval of the MDOT MVA, if such approval is required.
- 1.4.2 As of the Notice to Proceed (NTP) Date contained in the Award Letter issued by the Procurement Officer, the Contractor shall begin performing all activities required by the Contract, including the requirements of the solicitation.
- 1.4.3 Modifications to extend a contract term are permitted only if extended before the original term expires, if the work to be performed under the extension is the same as the original contract. In the event there are unspent funds remaining, this Contract may be extended for time only for total period no longer than one-third of the base term of the original.
- 1.4.4 The Contractor's obligations to pay invoices to subcontractors that provided services during the Contract term, as well as the audit, confidentiality, document retention, and indemnification obligations of the Contract (see Attachment A) shall survive expiration or termination of the Contract and continue in effect until all such obligations are satisfied.

1.5 Procurement Officer

- 1.5.1 The Procurement Officer is the sole point of contact in the State for purposes of this solicitation prior to the award of any Contract (see definition of "Procurement Officer" in Section 1.2).
- 1.5.2 The name and contact information of the Procurement Officer are indicated in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).
- 1.5.3 The MDOT MVA may change the Procurement Officer at any time by written notice to the Contractor.

1.6 Contract Manager

- 1.6.1 The Contract Manager monitors the daily activities of the Contract and provides guidance to the Contractor. (See definition of "Contract Manager" in Section 1.2).
- 1.6.2 The name of the Contract Manager is located in the IFB Key Information Summary Sheet (near the beginning of the solicitation, after the Title Page and Notice to Vendors).
- 1.6.3 The MDOT MVA may change the Contract Manager at any time by written notice to the Contractor.

1.7 Pre-Bid Meeting and Site Visit

- 1.7.1 No Pre-Bid Meeting will be held for this solicitation.
- 1.7.2 It is the sole responsibility of the Bidders to familiarize themselves fully with the scope of work and the contents of these specifications.

1.8 eMaryland Marketplace Advantage

- 1.8.1 Each Bidder is requested to indicate its eMaryland Marketplace Advantage (eMMA) vendor number on the Contractor's Bid Sheet Form submitted at the time of its Bid submission to this IFB.
- 1.8.2 eMMA is an electronic commerce system administered by the Maryland Department of General Services. In addition to using the eMMA website (<https://emma.maryland.gov>) for advertisement, the solicitation and summary of the Pre-Bid Meeting (if required), Bidder questions and the Procurement Officer's responses, addenda, bid and other solicitation-related information will be provided on eMMA.
- 1.8.3 In order to receive a contract award, a vendor must be registered on eMMA. Registration is free. Go to <https://emma.maryland.gov>, click on "Register" to begin the process, and then follow the prompts.

1.9 Questions Due Date

- 1.9.1 Please submit all questions in writing to the Procurement Officer via email address listed on the IFB Key Information Summary Sheet. The deadline for questions is March 31, 2021.
- 1.9.2 **Oral questions will not be entertained.**
- 1.9.3 All questions and responses will be published as an Addendum to the solicitation on eMMA.
- 1.9.4 Bidders should receive an email from the Procurement Officer once the question is received. If a bidder does not receive an email confirmation, please contact the Procurement Officer. If a bidder does not receive a confirmation email and does not contact the Procurement Officer, MDOT MVA will not be able to accept questions after the question due date, provide answers to questions received after the question due date, or extend the bid due date because of questions not received.

1.10 Procurement Method

This procurement is being conducted in accordance with the Code of Maryland Regulations ("COMAR"), Title 21, State Procurement Regulations, COMAR 21.05.02, Procurement by Competitive Sealed Bidding.

1.11 Bids Due (Closing) Date and Time

- 1.11.1 All bid responses must be submitted through eMaryland Marketplace Advantage (eMMA), the State of Maryland's procurement website, located at <https://emma.maryland.gov/>. Bids will not be accepted by email, fax, U.S. Mail, or hand delivery. You must be registered and logged in to submit a bid on eMMA.
- 1.11.2 If you are new to eMMA, it is recommended that you download the User's Guide available on the first page (desktop) after logging into the system. Additional assistance is available between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday at the eMMA Help Desk (410) 767-1492 or at eMMA.helpdesk@maryland.gov.
- 1.11.3 When submitting your completed bid, the following documents must be submitted:

- ❖ All Addenda Acknowledgment Pages
- ❖ Contractor's Bid Sheet AND Summary Page
- ❖ Bid Affidavit
- ❖ Experience Questionnaire
- ❖ Living Wage Affidavit
- ❖ References
- ❖ Financial Statement
- ❖ Conflict of Interest Affidavit

- 1.11.4 Requests for extension of this time or date will not be granted. Except as provided in COMAR 21.05.02.10, Bids received after the due date and time listed in this IFB will not be considered.
- 1.11.5 Bids may be modified or withdrawn by written notice received by the Procurement Officer before the time and date set for the opening.
- 1.11.6 **Bids may not be submitted by e-mail or facsimile.**
- 1.11.7 Vendors not responding to this solicitation are requested to submit the "Notice to Vendors" form, which includes company information and the reason for not responding (e.g., too busy, cannot meet mandatory requirements, etc.). This form is located in the IFB immediately following the Table of Contents Page (page 1).

1.12 Multiple or Alternate Bids

Multiple and/or alternate Bids will not be accepted.

1.13 Receipt, Opening and Recording of Bids

Bids are opened, recorded and tabulated in eMMA. To locate a bid tabulation:

- Log in to eMMA using your username and password. If you do not have an eMMA login, access public solicitations by clicking the Public Solicitations button on the right side of the screen. Proceed to step 3.
- Click the Sourcing tab at the top of the page and choose View Public Solicitations.
- Locate your solicitation by BPM ID or Title, then click on the solicitation name to open it.

Note: The solicitation status must show as "Responses Open" in order to view Bid Tabulation.

- Scroll to the bottom of the page to view Bid Tabulation Table.

1.14 Confidentiality of Bids

- 1.14.1 The Bids shall be tabulated, or a Bid abstract made. The opened Bids shall be available for public inspection at the time of Bid opening in eMMA, except to the extent the Bidder designates trade secrets or other proprietary data to be confidential as set forth in this solicitation. Material so designated as confidential shall accompany the Bid and shall be readily separable from the Bid in order to facilitate public inspection of the non-confidential portion of the Bid, including the Total Bid Price.
- 1.14.2 For requests for information made under the Maryland Public Information Act (PIA), the Procurement Officer shall examine the Bids to determine the validity of any requests for

nondisclosure of trade secrets and other proprietary data identified in writing. Nondisclosure is permissible only if approved by the Office of the Attorney General.

1.15 Basis of Award

- 1.15.1 The award will be made to the responsible bidder that submits the lowest responsive bid for scheduled pick-ups at each location to be serviced. Bids need not be submitted for every location to be serviced, and separate awards may be made for each location. If a Vendor is the successful Bidder for multiple locations, multiple locations may be awarded under a single contract.
- 1.15.2 Award of this contract will not be final and complete until after: (1) the Contractor submits complete and satisfactory documentation required under the Contract and/or documentation required by the Procurement Officer; and (2) the Contract is signed by the Department following any required approvals of the Contract, including approval by the Board of Public Works, if such approval is required.

1.16 Tie Bids

Tie Bids will be decided pursuant to COMAR 21.05.02.14.

1.17 Duration of Bid

Bids submitted in response to this IFB are irrevocable for 180 days following the closing date of the Bids. This period may be extended at the Procurement Officer's request only with the Bidder's written agreement.

1.18 Revisions to the IFB / Amendments and Acknowledgements

- 1.18.1 If it becomes necessary to revise this IFB before the due date for Bids, the MDOT MVA shall endeavor to post addenda to all prospective Bidders that were sent this IFB on the eMMA web page. It remains the responsibility of all prospective Bidders to check the website for any addenda issued prior to the submission of Bids.
- 1.18.2 If it becomes necessary to revise this IFB, amendments will be posted via <https://emma.maryland.gov>. Acknowledgement of the receipt of all amendments to the IFB ***must be submitted with bid package*** by the Bidder. Failure to acknowledge receipt does not relieve the bidder from complying with all terms of any such amendment.

1.19 Cancellations

The State reserves the right to cancel this IFB, or accept or reject any and all Bids, in whole or in part, received in response to this IFB.

1.20 Incurred Expenses

The State will not be responsible for any costs incurred by any Bidder in preparing and submitting a Bid or in performing any other activities related to this solicitation.

1.21 Protest/Disputes

Any protest or dispute related, respectively, to this solicitation or the resulting Contract shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).

1.22 Bidder Responsibilities

- 1.22.1 The selected Bidder shall be responsible for rendering services for which it has been selected as required by this IFB. All subcontractors shall be identified and a complete description of their role relative to the Bid shall be included in the Bidder's Bid. If applicable, subcontractors utilized in meeting the established MBE or VSBE participation goal(s) for this solicitation shall be identified as provided in the appropriate Attachment(s) of this IFB (see "Minority Business Enterprise Goals" and "Veteran-Owned Small Business Enterprise Goals.").
- 1.22.2 If a Bidder that seeks to perform or provide the services required by this IFB is the subsidiary of another entity, all information submitted by the Bidder, such as but not limited to, references, financial reports, or experience and documentation (e.g. insurance policies, bonds, letters of credit) used to meet minimum qualifications, if any, shall pertain exclusively to the Bidder, unless the parent organization will guarantee the performance of the subsidiary. If applicable, the Bidder shall submit with its Bid an explicit statement, signed by an authorized representative of the parent organization, stating that the parent organization will guarantee the performance of the subsidiary.
- 1.22.3 Subcontractors, if any, must be described and a complete description of their role relative to the bid and contract work must be included with the bid response on the Company Profile form attached to this IFB. A Company Profile must be submitted for each subcontractor. Acts of both omission and commission by subcontractors shall be the sole responsibility of the primary Contractor.

1.23 Substitution of Personnel

If the IFB requires that a particular individual, or personnel, be designated by the Bidder to work on the Contract, any substitution of personnel after the Contract has commenced must be approved in writing by the Contract Manager prior to the substitution. If the Contractor substitute's personnel without the prior written approval of the Contract Manager, the Contract may be terminated for default which shall be in addition to, and not in lieu of, the State's remedies under the Contract or which otherwise may be available at law or in equity.

1.24 Mandatory Terms and Conditions for Services

By entering into a contractual agreement for this project, the Provider agrees to, and accepts the terms and conditions set forth in the janitorial specifications and the Mandatory Terms and Conditions for Services, included herein as Attachment A.

1.25 Bid/Proposal Affidavit

By entering into a contractual agreement for this project, the Provider agrees to complete a Bid/Proposal Affidavit. A copy of this Affidavit is included herein as Attachment B.

1.26 Contract Affidavit

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

1.27 Compliance with Laws/Arrearages

- 1.27.1 By submitting a Bid in response to this IFB, the Bidder, if selected for award, agrees that it will comply with all Federal, State, and local laws applicable to its activities and obligations under the Contract.
- 1.27.2 By submitting a response to this IFB, each Bidder represents that it is not in arrears in the payment of any obligations due and owing the State, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the Contract if selected for Contract award.

1.28 Verification of Registration and Tax Payment

- 1.28.1 Before a business entity can do business in the State it must be registered with the State Department of Assessments and Taxation (SDAT). SDAT is located at State Office Building, Room 803, 301 West Preston Street, Baltimore, Maryland 21201. The SDAT website is <https://dat.maryland.gov/Pages/sdatforms.aspx>.
- 1.28.2 It is strongly recommended that any potential Bidder complete registration prior to the due date for receipt of Bids. A Bidder’s failure to complete registration with SDAT may disqualify an otherwise successful Bidder from final consideration and recommendation for Contract award.

1.29 False Statements

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete a Contract Affidavit. A copy of this Affidavit is included for informational purposes as **Attachment C** of this IFB. This Affidavit must be provided within five (5) Business Days of notification of recommended award. For purposes of completing Section “B” of this Affidavit (Certification of Registration or Qualification with the State Department of Assessments and Taxation), a business entity that is organized outside of the State of Maryland is considered a “foreign” business.

1.30 Electronic Funds Transfer

- 1.30.1 By submitting a Bid in response to this solicitation, the Bidder, if selected for award agrees to accept payments by electronic funds transfer (EFT) unless the State Comptroller’s Office grants an exemption. Payment by EFT is mandatory for contracts exceeding \$200,000. The successful Bidder shall register using the COT/GAD X-10 Vendor Electronic Funds (EFT) Registration Request Form.
- 1.30.2 Any request for exemption must be submitted to the State Comptroller’s Office for approval at the address specified on the COT/GAD X-10 form, must include the business identification information as stated on the form, and must include the reason for the exemption. The COT/GAD X-10 form may be downloaded from the Comptroller’s website at:

http://comptroller.marylandtaxes.com/Vendor_Services/Accounting_Information/Static_Files/GA DX10Form20150615.pdf.

1.31 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this IFB are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority and Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see Attachment A). Additional information is available on GOSBA's website at: <http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf>

1.32 Prompt Payment Policy

This procurement and the Contract(s) to be awarded pursuant to this IFB are subject to the Prompt Payment Policy Directive issued by the Governor's Office of Small, Minority and Women Business Affairs (GOSBA) and dated August 1, 2008. Promulgated pursuant to Md. Code Ann., State Finance and Procurement Article, §§ 11-201, 13-205(a), and Title 14, Subtitle 3, and COMAR 21.01.01.03 and 21.11.03.01, the Directive seeks to ensure the prompt payment of all subcontractors on non-construction procurement contracts. The Contractor must comply with the prompt payment requirements outlined in the Contract, Section 31 "Prompt Payment" (see Attachment A). Additional information is available on GOSBA's website at: <http://goma.maryland.gov/Documents/Legislation/PromptPaymentFAQs.pdf>

1.33 Electronic Procurements Authorized

- 1.33.1 Under COMAR 21.03.05, unless otherwise prohibited by law, the MDOT MVA may conduct certain procurement transactions by electronic means, as provided in Md. Code Ann., Maryland Uniform Electronic Transactions Act, Commercial Law Article, Title 21.
- 1.33.2 Participation in the solicitation process on a procurement contract for which electronic means has been authorized shall constitute consent by the Bidder to conduct by electronic means all elements of the procurement of that Contract which are specifically authorized under the IFB or the Contract.
- 1.33.3 "Electronic means" refers to exchanges or communications using electronic, digital, magnetic, wireless, optical, electromagnetic, or other means of electronically conducting transactions. Electronic means includes facsimile, e-mail, internet-based communications, electronic funds transfer, specific electronic bidding platforms (e.g., <https://emma.maryland.gov/>), and electronic data interchange.
- 1.33.4 In addition to specific electronic transactions specifically authorized in other sections of this IFB (e.g., § 1.30 "Payments by Electronic Funds Transfer") and subject to the exclusions noted in Section 1.31.5 of this Subsection, the following transactions are authorized to be conducted by electronic means on the terms described:

1. The Procurement Officer may conduct the IFB using eMMA or e-mail to issue:

- (a) The IFB;

- (b) any amendments;
- (c) Pre-Bid meeting documents;
- (d) Questions and responses;
- (e) Communications regarding the IFB or Bid to any Bidder or potential Bidder;
- (f) Notices of award selection or non-selection; and
- (g) The Procurement Officer's decision on any Bid protest or Contract claim.

2. A Bidder or potential Bidder may use e-mail to:

- (a) Ask questions regarding the IFB;
- (b) Reply to any material received from the Procurement Officer by electronic means that includes a Procurement Officer's request or direction to reply by e-mail or facsimile, but only on the terms specifically approved and directed by the Procurement Officer;
- (c) Submit a "Notice to Vendors" response to the IFB.

3. The Procurement Officer, the Contract Manager, and the Contractor may conduct day-to-day Contract administration, except as outlined in Section 1.31.5 of this Subsection utilizing e-mail, facsimile, or other electronic means if authorized by the Procurement Officer or Contract Manager.

1.33.5 The following transactions related to this IFB and any Contract awarded pursuant to it are *not authorized* to be conducted by electronic means:

- Submissions of initial Bids, except through eMMA;
- Filing of Bid Protests;
- Filing of Contract Claims and Notices of Claim;
- Submission of documents determined by the MDOT MVA to require original signatures; or
- Any transaction, submission, or communication where the Procurement Officer has specifically directed that a response from the Contractor or Bidder be provided in writing or hard copy.

1.33.6 Any e-mail transmission is only authorized to the e-mail addresses for the identified person as provided in the solicitation, the Contract, or in the direction from the Procurement Officer or Contract Manager.

1.34 Minority Business Enterprise (MBE) Goals

There is no MBE subcontractor participation goal for this procurement.

1.35 Liquidated Damages

Not required for this solicitation.

1.36 Living Wage Requirements

1.36.1 Maryland law requires that contractors meeting certain conditions pay a living wage to covered employees on State service contracts over \$100,000. Maryland Code Ann., State Finance and Procurement Article, § 18-101 et al. The Commissioner of Labor and Industry at the Department of Labor, Licensing and Regulation requires that a contractor subject to the Living Wage law submit payroll records for covered employees and a signed statement indicating that it paid a

living wage to covered employees; or receive a waiver from Living Wage reporting requirements. See COMAR 21.11.10.05.

- 1.36.2 If subject to the Living Wage law, Contractor agrees that it will abide by all Living Wage law requirements, including but not limited to reporting requirements in COMAR 21.11.10.05. Contractor understands that failure of Contractor to provide such documents is a material breach of the terms and conditions and may result in Contract termination, disqualification by the State from participating in State contracts, and other sanctions. Information pertaining to reporting obligations may be found by going to the Maryland Department of Labor, Licensing and Regulation (DLLR) website <http://www.dllr.state.md.us/labor/prev/livingwage.shtml>.
- 1.36.3 Bidders must complete and submit the Maryland Living Wage Requirements Affidavit of Agreement (**Attachment G**) with their Bids. If the Bidder fails to complete and submit the required documentation, the State may determine the Bidder to not be responsible under State law.
- 1.36.4 Contractors and subcontractors subject to the Living Wage Law shall pay each covered employee at least the minimum amount set by law for the applicable Tier area. The specific living wage rate is determined by whether a majority of services take place in a Tier 1 Area or a Tier 2 Area of the State. The specific Living Wage rate is determined by whether a majority of services take place in a Tier 1 Area or Tier 2 Area of the State.
- 1) The Tier 1 Area includes Montgomery, Prince George's, Howard, Anne Arundel and Baltimore Counties, and Baltimore City. The Tier 2 Area includes any county in the State not included in the Tier 1 Area. In the event that the employees who perform the services are not located in the State, the head of the unit responsible for a State Contract pursuant to §18-102(d) of the State Finance and Procurement Article shall assign the tier based upon where the recipients of the services are located. If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. In this circumstance, the Contract will be determined to be a Tier (enter "1" or "2," depending on where the majority of the service recipients are located) Contract.
 - 2) The Contract will be determined to be a Tier 1 Contract or a Tier 2 Contract depending on the location(s) from which the Contractor provides 50% or more of the services. The Bidder must identify in its Bid the location(s) from which services will be provided, including the location(s) from which 50% or more of the Contract services will be provided.
 - 3) If the Contractor provides 50% or more of the services from a location(s) in a Tier 1 jurisdiction(s) the Contract will be a Tier 1 Contract.
 - 4) If the Contractor provides 50% or more of the services from a location(s) in a Tier 2 jurisdiction(s), the Contract will be a Tier 2 Contract.
- 1.36.5 If the Contractor provides more than 50% of the services from an out-of-State location, the State agency determines the wage tier based on where the majority of the service recipients are located. See COMAR 21.11.10.07.
- 1.36.6 The Bidder shall identify in the Bid the location from which services will be provided.

NOTE: Whereas the Living Wage may change annually, the Contract price will not change because of a Living Wage change. The Contractor shall be responsible for any wage/rate increase during the term of the Contract and such increase may not be passed on to the State.

1.37 Maryland Healthy Working Families Act Requirements

On February 11, 2018, the Maryland Healthy Working Families Act went into effect. All offerors should be aware of how this Act could affect your potential contract award with the State of Maryland. See the Department of Labor, Licensing and Regulations web site for Maryland Healthy Working Families Act Information: <http://dllr.maryland.gov/paidleave/>

1.38 Conflict of Interest Affidavit and Disclosure

- 1.38.1 The Offeror shall complete and sign the Conflict of Interest Affidavit and Disclosure (**Attachment H**) and submit it with its Bid.
- 1.38.2 By submitting a Conflict of Interest Affidavit and Disclosure, the Contractor shall be construed as certifying all Contractor Personnel and subcontractors are also without a conflict of interest as defined in COMAR 21.05.08.08A.
- 1.38.3 Additionally, a Contractor has an ongoing obligation to ensure that all Contractor Personnel are without conflicts of interest prior to providing services << under OR individual Task Orders issued under >> the Contract. For policies and procedures applying specifically to Conflict of Interests, the Contract is governed by COMAR 21.05.08.08.
- 1.38.4 Participation in Drafting of Specifications: Disqualifying Event: Offerors are advised that Md. Code Ann. State Finance and Procurement Article §13-212.1(a) provides generally that “an individual who assists an executive unit in the drafting of specifications, an invitation for bids, a request for proposals for a procurement, or the selection or award made in response to an invitation for bids or a request for proposals, or a person that employs the individual, may not: (1) submit a bid or proposal for that procurement; or (2) assist or represent another person, directly or indirectly, who is submitting a bid or proposal for that procurement.” Any Offeror submitting a Proposal in violation of this provision shall be classified as “not responsible.” See COMAR 21.05.03.03.

1.39 Non-Disclosure Agreement

A Non-Disclosure Agreement is not required for this procurement.

1.40 Non-visual Access

This solicitation does not contain Information Technology (IT) provisions requiring Non-visual Access.

1.41 Mercury and Products That Contain Mercury

This solicitation does not include the procurement of products known to likely include mercury as a component.

1.42 Veteran-Owned Small Business Enterprise Goals (VSBE)

There is no Veteran-Owned Small Business Enterprise (VSBE) subcontractor participation goal for this procurement.

1.43 Location of the Performance of Services Disclosure

This solicitation does not require a Location of the Performance of Services Disclosure.

1.44 Department of Human Services (DHS) Hiring Agreement

A DHS Hiring Agreement is not required for this solicitation.

1.45 Additions / Deletions

The MDOT MVA's Procurement Officer, upon five (5) days written notice to the Contractor, may add or delete any item covered under this IFB. When a unit is added or deleted, a rate adjustment shall be made proportionately.

1.46 Changes

The Procurement Officer may make any changes in the work within the general scope of the Contract at any time by written order designated to be a change order. If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under the Contract, an equitable adjustment shall be made, and the Contract shall be modified in writing accordingly.

1.47 Liability

- 1.47.1 The Contractor agrees to assume full responsibility for any and all damage to the property of the MDOT MVA, both real and personal, which results from or arises in connection with the performance of this Contract.
- 1.47.2 The Contractor hereby agrees to indemnify and save harmless the State of Maryland, the Maryland Department of Transportation, and MDOT MVA and its employees against any and all claims, damages, costs, losses and liabilities whatsoever, for any and all injury to persons and property which may arise out of the performance of this Contract.
- 1.47.3 The Contractor agrees to maintain adequate insurance coverage as identified in "Insurance Requirements" of this IFB in order to fulfill responsibility under this section.

1.48 Small Business Reserve (SBR) Procurement

- 1.48.1 This is a Small Business Reserve Procurement for which award will be limited to certified small business vendors. Only businesses that meet the statutory requirements set forth in State Finance and Procurement Article, §§14-501—14-505, Annotated Code of Maryland, and that are certified by GOSBA Small Business Reserve Program are eligible for award of a contract
- 1.48.2 For the purposes of a Small Business Reserve Procurement, a small business is a for-profit business, other than a broker, that meets the following criteria:
 - a) It is independently owned and operated;
 - b) It is not a subsidiary of another business;
 - c) It is not dominant in its field of operation; and
 - 1) With respect to employees, in its most recently completed three (3) fiscal years:

- a) Its wholesale operations did not employ more than 50 persons;
 - b) Its retail operations did not employ more than 25 persons;
 - c) Its manufacturing operations did not employ more than 100 persons;
 - d) Its service operations did not employ more than 100 persons;
 - e) Its construction operations did not employ more than 50 persons; and
 - f) The architectural and engineering services of the business did not employ more than 100 persons; and
- 2) With respect to gross sales, in its most recently completed three (3) fiscal years:
- a) The gross sales of its wholesale operations did not exceed an average of \$4,000,000;
 - b) The gross sales of its retail operations did not exceed an average of \$3,000,000;
 - c) The gross sales of its manufacturing operations did not exceed an average of \$2,000,000;
 - d) The gross sales of its service operations did not exceed an average of \$10,000,000;
 - e) The gross sales of its construction operations did not exceed an average of \$7,000,000; and
 - f) The gross sales of its architectural and engineering operations did not exceed an average of \$4,500,000.
- d) Note: If a business has not existed for three (3) years, the employment and gross sales average or averages shall be the average for each year or part of a year during which the business has been in existence.
- e) Further information on the certification process is available at eMaryland Marketplace Advantage.
- 1.48.3 **Ineligible Bids.** Under a small business reserve procurement, a business that is not a certified small business is ineligible for award of a contract.
- 1.48.4 Before awarding a contract under a procurement designated as a small business reserve procurement, the Procurement Officer shall verify that the apparent awardee is certified by the Governor's Office of Small, Minority & Women Business Affairs as a small business. A procurement contract award under a small business reserve may not be made to a business that has not been SBR certified.

1.49 Compensation and Method of Payment

- 1.49.1 Payment will be made by Electronic Funds Transfers within thirty (30) days following proper receipt of an approved invoice from the Contractor.
- 1.49.2 All invoices and/or correspondence pertaining to invoices shall be identified with Contract Number V-MUL-21002-M and shall be forwarded to:

mvaapinvoices@mdot.maryland.gov

- 1.49.3 All services provided under this Contract shall be billed on a monthly basis in accordance with the bid prices on Contractor's Bid Sheet.
- 1.49.4 The invoice must also include on its face, the Contractor's Federal Tax Identification Number.
- 1.49.5 All invoices for services shall be signed by the Contractor and submitted to the Contract Manager. All invoices shall include the following information:
- Contractor name;
 - Remittance address;
 - Federal taxpayer identification number (or if sole proprietorship, the individual's social security number);
 - Invoice period;
 - Invoice date;
 - Invoice number
 - State assigned Contract number;
 - State assigned (Blanket) Purchase Order number(s);
 - Goods or services provided; and
 - Amount due.
- 1.49.6 Invoices submitted without the required information cannot be processed for payment until the Contractor provides the required information.
- 1.49.7 The invoice must be supported by a job or work ticket created by the technician providing the service and this ticket **MUST BE SIGNED BY AN APPROPRIATE MDOT MVA REPRESENTATIVE**. An appropriate representative will be either a member of the management team or a member of the Facility's Maintenance personnel or their delegated alternate. The appropriate MDOT MVA personnel will also be announced at the Contract's pre-start conference.

1.50 Occupational Safety and Health Act (OSHA)

All materials, supplies, equipment, or services supplied as a result of this contract shall comply with the applicable United States and Maryland Occupational Safety and Health Act Standards.

1.51 Insurance Requirements

The Contractor shall maintain, at a minimum, the insurance coverages outlined below, or any minimum requirements established by law if higher, for the duration of the Contract, including option periods, if exercised:

- 1.51.1 The following type(s) of insurance and minimum amount(s) of coverage are required:
- A. Workers Compensation and Employers Liability Coverage (W C/EL)
 - Section A: Statutory Benefits as required by the State of Maryland, or the state of hire
 - Section B: Employers Liability - \$500,000 Each Accident, \$500,000 Disease Policy Limit, \$500,000 Disease – Each Employee
 - B. Commercial General Liability (CGL)

Bodily Injury/Property Damage Each Occurrence Limit	\$ 1,000,000
Personal and Advertising Injury Limit	\$ 1,000,000
General Aggregate Limit	\$ 2,000,000
Products/Completed Operations Aggregate Limit	\$ 2,000,000
Fire Legal Liability	\$ 300,000
Medical Payments to Others	\$ 10,000

C. Automobile Liability (AL)	
Combined Single Limit	\$ 1,000,000
Include Owned, Hired and Non-Owned Auto Liability	
Uninsured/Underinsured Motorists	\$ 1,000,000
D. Excess/Umbrella (XS/UMB)	
Each Occurrence Limit	\$ 2,000,000
Aggregate Limit	\$ 2,000,000
E. Crime Insurance/Employee Theft Insurance	
Each Occurrence Limit	\$ 25,000

- 1.51.2 The State shall be listed as an additional insured on the faces of the certificates associated with the coverages listed above, including umbrella policies, excluding Workers' Compensation Insurance and professional liability.
- 1.51.3 All insurance policies shall be endorsed to include a clause requiring the insurance carrier provide the Procurement Officer, by certified mail, not less than 30 days' advance notice of any non-renewal, cancellation, or expiration. The Contractor shall notify the Procurement Officer in writing, if policies are cancelled or not renewed within five (5) days of learning of such cancellation or nonrenewal. The Contractor shall provide evidence of replacement insurance coverage to the Procurement Officer at least 15 days prior to the expiration of the insurance policy then in effect.
- 1.51.4 Any insurance furnished as a condition of the Contract shall be issued by a company authorized to do business in the State.
- 1.51.5 The recommended awardee must provide current certificate(s) of insurance with the prescribed coverages, limits and requirements set forth in this section within five (5) Business Days from notice of recommended award. During the period of performance for multi-year contracts, the Contractor shall provide certificates of insurance annually, or as otherwise directed by the Contract Monitor.
- 1.51.6 The Contractor shall require any subcontractors to obtain and maintain comparable levels of coverage and shall provide the Contract Monitor with the same documentation as is required of the Contractor.

1.52 Problem Escalation Procedure

- 1.52.1 The Contractor must provide and maintain a Problem Escalation Procedure (PEP) for both routine and emergency situations. The PEP must state how the Contractor will address problem situations as they occur during the performance of the Contract, especially problems that are not resolved to the satisfaction of the State within appropriate timeframes.

- 1.52.2 The Contractor shall provide contact information to the Contract Monitor, as well as to other State personnel as directed should the Contract Monitor not be available.
- 1.52.3 The Contractor shall provide the PEP no later than five (5) Business Days after notice of recommended award or after the date of the Notice to Proceed, whichever is earlier. The PEP, including any revisions thereto, must also be provided within five (5) Business Days after the start of each Contract year and within five (5) Business Days after any change in circumstance which changes the PEP. The PEP shall detail how problems with work under the Contract will be escalated in order to resolve any issues in a timely manner. The PEP shall include:
- a) The process for establishing the existence of a problem;
 - b) Names, titles, and contact information for progressively higher levels of personnel in the Contractor's organization who would become involved in resolving a problem;
 - c) For each individual listed in the Contractor's PEP, the maximum amount of time a problem will remain unresolved with that individual before the problem escalates to the next contact person listed in the Contractor's PEP;
 - d) Expedited escalation procedures and any circumstances that would trigger expediting them;
 - e) The method of providing feedback on resolution progress, including the frequency of feedback to be provided to the State;
 - f) Contact information for persons responsible for resolving issues after normal business hours (e.g., evenings, weekends, holidays) and on an emergency basis; and
 - g) A process for updating and notifying the Contract Monitor of any changes to the PEP.
- 1.52.4 Nothing in this section shall be construed to limit any rights of the Contract Monitor or the State which may be allowed by the Contract or applicable law.

1.53 Commercial Non-Discrimination Clause

- 1.53.1 As a condition of entering into any Contract that will result from this IFB, the successful Bidder will be required to agree to the following: As a condition of entering into this Agreement, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this

Agreement, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

- 1.53.2 As a condition of entering into any Contract that will result from this IFB, the successful Bidder will be required to agree to the following: Upon the request of the Maryland Commission on Civil Rights, and only after the filing of a complaint against Contractor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, Contractor agrees to provide within 60 days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands and agrees that violation of this clause is a material breach of this Agreement and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

1.54 Public Information Act

- 1.54.1 Please note that all information submitted with your bid is considered public information and will be available for review by the public at time of bid opening or otherwise upon request. Therefore, a Bidder shall identify any portion of their Bid that the Bidder considers to be confidential or proprietary information and shall provide any justification as to why these materials should not be disclosed by the Authority. Any information believed to be confidential or proprietary should be placed in a separate envelope and submitted at time of Bid with the Bid documents. The separate envelope must be clearly labeled or marked, "Confidential".
- 1.54.2 The MDOT MVA will make the final determination as to whether or not the documents are confidential in accordance with the provisions of the Maryland Public Information Act, which may be found in the General Provisions Article of the Maryland Annotated Code, Title 4.

1.55 Termination for Default

If the Contractor fails to fulfill its obligation under this contract properly and on time, or otherwise violates any provision of the contract, the State may terminate the contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of the termination, less the amount of damages caused by Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.1.11B.

1.56 Termination for Convenience

The performance of work under this contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this contract that the Contractor has incurred up to the date of termination and all reasonable costs associated with termination of the Contract. However, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

1.57 Bidder Holder's List

1.57.1 The Bid Holder's list for this IFB is available on the eMaryland Marketplace Advantage website, (<https://emma.maryland.gov>). To view this list:

- Log in to eMMA using your username and password. If you do not have an eMMA login, access public solicitations by clicking the Public Solicitations button on the right side of the screen.
- Locate your solicitation by BPM ID or Title.
- Click View under the Bid Holders List column.
- A box will populate with all vendors who are on the Bid Holders List. Results cannot be saved, exported, or downloaded.

Please note: Vendors who acknowledge receipt of a solicitation appear on the Bid Holders List.

1.57.2 If you need additional assistance, please contact the eMaryland Helpdesk at (410) 767-1492.

1.58 Reciprocal Preference

1.58.1 Although Maryland law does not authorize procuring agencies to favor resident Bidders in awarding procurement contracts, many other states do grant their resident businesses preferences over Maryland contractors. Therefore, COMAR 21.05.01.04 requires that procuring units apply a reciprocal preference under the following conditions:

- The most advantageous offer is from a responsible Bidder whose headquarters, principal base of operations, or principal site (that will primarily provide the services required under this IFB) is in another state.
- The other state gives a preference to its resident businesses through law, policy, or practice; and
- The preference does not conflict with a Federal law or grant affecting the procurement Contract.

1.58.2 The preference given shall be identical to the preference that the other state, through law, policy, or practice gives to its resident businesses.

1.59 Contract Initiation Requirements

Contractor shall schedule and hold a kickoff meeting within five (5) Business Days of NTP Date. At the kickoff, the Contractor shall furnish an updated Project Schedule describing the activities for the Contractor, the State, and any third parties for fully transitioning to the Contractor's solution.

1.60 End of Contract Transition

The Contractor shall cooperate in the orderly transition of services from it to a subsequent contractor upon receipt of a Notice of Termination from the State. Transition shall be provided in a prompt and timely manner, shall proceed in accordance with the schedule provided to the Contractor by the State in the Notice of Transition, and shall be for a period of at least ninety (90) days. Additional instructions regarding transition services may be provided in the Notice of Termination issued by the State.

1.61 Financial Capabilities

- 1.61.1 The Bidder must include in its Bid a commonly accepted method to prove its fiscal integrity. If available, the Bidder shall include Financial Statements, preferably a Profit and Loss (P and L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).
- 1.61.2 In addition, the Bidder may supplement its response to this Section by including one or more of the following with its response:
- 1) Dun and Bradstreet Rating;
 - 2) Standard and Poor's Rating;
 - 3) Lines of credit;
 - 4) Evidence of a successful financial track record; and
 - 5) Evidence of adequate working capital.

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SECTION 2 –MINIMUM QUALIFICATIONS

2.1 Bidder Minimum Qualifications

The Bidder must provide proof with its Bid that the following Minimum Qualifications have been met:

- 2.1.1 The Bidder shall have no less than three (3) years' experience in providing similar or equivalent services as required by this contract. As proof of meeting this requirement, the Bidder shall provide with its Bid three (3) references from the past five years able to attest to the Bidder's experience in providing these services.
- 2.1.2 Bidder shall be an AAA-certified member in good standing of the National Association for Information Destruction (NAID). Bidder agrees to maintain NAID certification throughout entirety of this contract at no additional charge to the State. As proof of meeting this requirement, the Bidder shall provide with it's Bid a current NAID certification.

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SECTION 3 –SCOPE OF WORK

3.1 Background and Purpose

The MDOT MVA is issuing this solicitation for the purposes of providing onsite secure document shredding services, as further described in the IFB. The MDOT MVA intends to award the responsible bidder that submits the lowest responsive bid for each location to be serviced. Bids need not be submitted for every location to be serviced, and separate awards may be made for each location. If a Vendor is the successful Bidder for multiple locations, multiple locations may be awarded under a single contract. The overall purpose of this IFB is to provide information to vendors interested in preparing and submitting competitive sealed bids to meet the requirements for contractual services described herein.

3.2 Scope of Work - Requirements

On-Site Shredding

- 3.2.1 The Contractor shall provide on-site document shredding services with mobile shred trucks.
- 3.2.2 All mobile operation shredding will occur on-site. No documents will be taken from the facility to be destroyed at another location. No documents are to be left on the truck overnight for shredding the next working day.
- 3.2.3 Contractor shall destroy all information material to the applicable National Association for Information Destruction, Inc. (hereinafter “NAID”) specifications. If at any point specifications are updated by NAID, it is the vendor’s responsibility to abide by the new specifications. All on-site mobile shredding services must equal or exceed the specifications listed.
- 3.2.4 The Contractor shall provide the Contract Manager or designee a Certificate of Destruction guaranteeing that all documents were shred after each service. The certificate shall include, at a minimum:
- The date and time of service;
 - The location of service;
 - A receipt or transaction number identifying the service; and
 - The amount of material shredded.

Containers

- 3.2.5 Containers shall be 96-gallon, durable plastic containers.
- 3.2.6 Containers shall have two or four wheels and a locking lid.
- 3.2.7 Contractor shall provide one (1) lock and two (2) keys to the Contract Manager for each container.
- 3.2.8 Quantity of containers per agency location for the collection and storage of information materials will be based on estimated volume and may be adjusted during the term of the contract as need

requires. MDOT MVA, not the vendor, will assign minimum quantities of containers to any MDOT MVA location utilizing this contract.

- 3.2.9 The containers shall be delivered within five (5) business days of the Contract Manager's request. The vendor shall deliver containers on the dates and times agreed upon by the agency and the vendor. The container size(s) may be adjusted at any time by the agency to better complement the agency's requirements.
- 3.2.10 The vendor will be responsible for delivery, set-up, and all transportation costs. There is no charge for the use of containers or for their return and/or removal. Placement of containers in agency locations shall be in accordance with applicable fire codes.
- 3.2.11 The vendor shall maintain all bins in operable condition, replacing locks, lids, handles, etc., as needed at no cost to the agency. The vendor shall replace damaged containers at no additional charge. The containers and any other equipment provided to the agency by the vendor remains the property of the vendor.
- 3.2.12 MDOT MVA or its employees shall not be responsible for any liability incurred by the Contractor or the Contractor's personnel arising out of the possession, use, maintenance, delivery, return, and/or collection from the containers provided by the Contractor. The Contractor, shall at its own expense, replace containers that through use, maintenance, delivery, return, and/or collection become damaged, unclean, dented, dilapidated or unsightly at the request of MDOT MVA.

Vehicles

- 3.2.13 Contractor shall perform all collection and shredding of information materials on-site in an appropriate vehicle.
- 3.2.14 Vehicles used for the shredding of documents must have lockable cabs and lockable, fully enclosed boxes. When unattended, the vehicle cabs and boxes must be locked.
- 3.2.15 There should not be a cost charged to the agency for fuel as this should be included as part of the price per pound/container rate.

Scheduled pick ups

- 3.2.16 The Contractor shall perform secured documents shredding services from designated areas.
- 3.2.17 Frequency of secured document shredding shall be: weekly, bi-weekly or monthly as determined by the Contract Manager.
- 3.2.18 The secured document shredding schedule may be adjusted over time through consultation between the Contract Manager, facility management, and the Contractor based on operational issues.
- 3.2.19 At the agreed upon secured document shredding date and time, Contractor shall shred all secured documents and all emptied containers shall remain on-site.
- 3.2.20 The secured document shredding shall be at the designated locations at the agreed upon times. Generally, MDOT MVA facilities are operational with open access between 7:45 A.M. and 3:45 P.M. on Monday through Friday, excluding State-recognized holidays and closings.

- 3.2.21 MDOT MVA reserves the right, within two (2) weeks of scheduled service day, to alter the location or service day without incurring any additional cost.
- 3.2.22 The Contractor shall notify the agency within two (2) hours of knowledge it will not be able to fulfill a scheduled service appointment. The vendor agrees to complete the scheduled service within twenty-four (24) hours of a missed appointment, unless otherwise specified and agreed upon in writing by the agency.

Missed pick-ups

- 3.2.23 Missed on-site secured document shredding services should be the exception, not the rule. In the instance of a missed secured document shredding, the Contractor must notify MDOT MVA, in writing, as to the reason for the missed secured document shredding within 24 business hours.
- 3.2.24 If missed secured document shredding services become frequent and/or routine, this Contract may be terminated.

Purged pick ups

- 3.2.25 Sometimes within the year, select MDOT MVA facilities host events in which large crowds gather. During these events, MDOT MVA would like to continue promoting its recycling program, particularly for secured document destruction. Upon request, the Contractor shall furnish and deliver secured document shredding receptacles to the specified MDOT MVA location. The types, quantities, sizes and locations of the containers shall be determined by the MDOT MVA facility, with input from the Contractor.
- 3.2.26 The Contractor shall deliver the agreed upon containers (types, size, quantity) to the MDOT MVA facility either on the pre-determined date or within 48 business hours of the request.
- 3.2.27 The Contractor will be required to submit a quote for each special event.
- 3.2.28 All purged pick up will be paid as an extra work under this contract and must be coordinated and approved by the MDOT MVA Project Manager and the Procurement Officer before work begins. The amount of the extra work allowance not to exceed \$3,000.00, for the five (5) year contract term.

Identification

- 3.2.29 Vendor personnel may be required to sign-in and sign-out of MDOT MVA facilities. Security provisions for all facilities must be strictly observed. All vendor personnel must be uniformed or have visible identification at all times. Vendor personnel may be required to provide photographic identification for inspection upon entering facilities. The vendor is advised that for all facilities, vendor personnel shall always strictly abide by all policies and procedures. Deviations from these policies by the vendor or its personnel will not be tolerated and will be considered grounds for contract termination.

Confidentiality

- 3.2.30 The vendor acknowledges that they will be handling confidential information and must agree to maintain confidentiality of the information. All records are to be disposed of in a confidential manner.

- 3.2.31 Vendor staff shall not inspect, view, peruse, copy, or examine any confidential information material whether or not designated for shredding or disposal. The vendor shall notify the agency of any violation or breach. Unauthorized release of documents will not be tolerated and will be considered grounds for contract termination.

Recycling

- 3.2.32 The Contractor shall agree to recycle all paper shredded at the Agency. Each time a service is performed under this agreement it shall be accompanied with documentation that the paper was destroyed and transported to a facility where it will be processed further into recycled material.
- 3.2.33 Contractor shall transport all materials picked up to an MDOT MVA approved consumer of recyclables. With their bid submittal, the Contractor shall provide the MDOT MVA with names and contact information of all recycling entities to be used for the management and distribution of recyclables collected from MDOT MVA facilities.
- 3.2.34 It is the responsibility of the Contractor to ensure that collected material is processed and recycled to the highest beneficial use, preferably new products, and the Contractor shall maintain records substantiating that materials have been recycled in accordance with the terms of the Maryland Recycling Act.

Reporting

- 3.2.35 The Contractor shall submit, in writing, Semi-Annual Secured Document Shredding Reports to MDOT MVA. These reports shall be submitted to the Contract Manager by July 31st and January 31st of each year and shall report on the previously concluded (six) 6-month Secured Document Shredding Reports period within the calendar year.
- 3.2.36 Semi-Annual Secured Document Shredding Reports shall include, at a minimum, the following information:
- A. The facility name and address for all service locations.
 - B. The facility account numbers.
 - C. The number and size of containers at each facility and each location of the container for that specific facility.
 - D. The number of Secured Document Destruction (Shredding) Reports performed during the 6-month reporting period (including dates of each destruction).
 - E. The weight of materials collected to-date; listed by facility.
 - F. The Contractor shall provide certification that materials have been properly destroyed.
- 3.2.37 All reports shall be submitted electronically, in software that allows for data transfer, download, and/or manipulation by MDOT MVA.
- 3.2.38 The Contractor must provide all reports, electronically, to:

Eric Asugha, ECM
MDOT MVA
E-mail: easugha@mdot.maryland.gov

3.3 MDOT MVA Requirements

- 3.3.1 MDOT MVA shall extend all necessary cooperation in scheduling on-site mobile shredding services and ensuring all document collection containers are readily available for pick up and shredding.
- 3.3.2 MDOT MVA shall make reasonable efforts to move paper that requires shredding to a central collection and pick up location at their facility which affords street access to the Contractor. The locations that require inside pick up shall be noted with an asterisk on Table A.
- 3.3.3 Some aspects concerning the performance of this Contract will require the Contractor to interact directly with each respective facility as well as with members of the MDOT MVA Office of Planning and Capital Programs (OPCP). As such, the Contractor shall provide a Designated Representative who will serve as MDOT MVA main point of contact for facilitating and executing services under this Contract.

SECTION 3 - IFB ATTACHMENTS

ATTACHMENT A – Contract

This is the sample contract used by the MDOT MVA. It is provided with the IFB for informational purposes and is not required to be submitted at Bid submission time. Upon notification of recommendation for award, a completed Contract will be sent to the recommended awardee for signature. The recommended awardee must return to the Procurement Officer one (1) executed copy of the Contract within five (5) Business Days after receipt. Upon Contract award, a fully-executed copy will be sent to the Contractor.

ATTACHMENT B – Bid/Proposal Affidavit

This Attachment must be completed and submitted with the Bid.

ATTACHMENT C – Contract Affidavit

This Attachment must be completed and submitted by the recommended awardee to the Procurement Officer within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT D – Minority Business Enterprise Forms

Not required for this solicitation.

ATTACHMENT E – Pre-Bid/Site-Visit Response Form

Not required for this solicitation.

ATTACHMENT F – Bid Instructions

ATTACHMENT G – Maryland Living Wage Requirements for Service Contracts and Affidavit of Agreement

Living Wage Affidavit of Agreement must be completed and submitted with the Bid.

ATTACHMENT H – Conflict of Interest Affidavit and Disclosure

Not required for this solicitation.

ATTACHMENT I – Non-Disclosure Agreement

Not required for this solicitation.

ATTACHMENT J – Mercury Affidavit

Not required for this solicitation.

ATTACHMENT K – Veteran-Owned Small Business Enterprise Forms (If Applicable)

Not required for this solicitation.

ATTACHMENT L – Small Business Reserve Affidavit

Small Business Reserve Affidavit must be submitted with Bid

ATTACHMENT M – Location of the Performance of Services Disclosure

Not required for this solicitation.

ATTACHMENT N – Department of Human Services (DHS) Hiring Agreement

If required, this Attachment is to be completed and submitted within five (5) Business Days of receiving notification of recommendation for award.

ATTACHMENT O – Experience Questionnaire Form

This Attachment must be completed and submitted with the Bid.

ATTACHMENT P – Confidentiality Agreement

Not required for this solicitation.

ATTACHMENT A – CONTRACT

On-Site Shredding Services – Statewide MDOT MVA Branch Offices

THIS CONTRACT (the “Contract”) is made this (“Xth”) day of (month), (year) by and between (Contractor’s name) and the STATE OF MARYLAND, acting through the Maryland Department of Transportation Motor Vehicle Administration.

In consideration of the promises and the covenants herein contained, the parties agree as follows:

1. Definitions

In this Contract, the following words have the meanings indicated:

- 1.1 “Bid” means the Contractor’s Bid dated (Bid date).
- 1.2 “COMAR” means Code of Maryland Regulations.
- 1.3 “Contract Manager” means the MDOT MVA employee identified in Section GI - 1.6 of the IFB as the Contract Manager.
- 1.4 “Contractor” means (Contractor’s name) whose principal business address is (Contractor’s primary address) and whose principal office in Maryland is (Contractor’s local address).
- 1.5 “MDOT MVA” means the (Maryland Department of Transportation Motor Vehicle Administration).
- 1.6 “IFB” means the Invitation for Bids for Janitorial Services-MDOT MVA Westminster Branch Office Solicitation No. V-WES-20062-M, and any addenda thereto issued in writing by the State.
- 1.7 “Procurement Officer” means the MDOT MVA employee identified on the IFB Key Information Summary Sheet as the Procurement Officer.
- 1.8 “State” means the State of Maryland.

2. Scope of Contract

- 2.1 The Contractor shall provide deliverables, programs, goods, and services specific to the Contract awarded in accordance with Exhibits A-C listed in this Section and incorporated by reference as part of this Contract. If there is any conflict between this Contract and the Exhibits, the terms of the Contract shall govern. If there is any conflict among the Exhibits, the following order of precedence shall determine the prevailing provision:

Exhibit A – The IFB (including all attachments and executed affidavits)

Exhibit B – State Contract Affidavit, executed by the Contractor and dated _____

Exhibit C – The Bid

- 2.2 The Procurement Officer may, at any time, by written order, make changes in the work within the general scope of the Contract or the IFB. No other order, statement, or conduct of the Procurement Officer or any other person shall be treated as a change or entitle the Contractor to an equitable adjustment under this section. Except as otherwise provided in this Contract, if any

change under this section causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work, whether or not changed by the order, an equitable adjustment in the Contract price shall be made and the Contract modified in writing accordingly. The Contractor must assert in writing its right to an adjustment under this section within thirty (30) days of receipt of a written change order and shall include a written statement setting forth the nature and cost of such claim. No claim by the Contractor shall be allowed if asserted after final payment under this Contract. Failure to agree to an adjustment under this section shall be a dispute under the Disputes clause. Nothing in this section shall excuse the Contractor from proceeding with the Contract as changed.

- 2.3 While the Procurement Officer may, at any time, by written change order, make unilateral changes in the work within the general scope of the Contract as provided in Section 2.2 above, the Contract may be modified by mutual agreement of the parties, provided: (a) the modification is made in writing; (b) all parties sign the modification; and (c) all approvals by the required agencies as described in COMAR Title 21, are obtained.

3. Period of Performance

- 3.1 The Contract resulting from this IFB shall be for a period of approximately three (3) years beginning on or about August 2, 2020 and ending on August 1, 2023. The term of this Contract begins on the date the Contract is signed by the MDOT MVA following approval of the Board of Public Works, if such approval is required. The Contractor shall provide services under this Contract upon receipt of official notification of award and a written Notice to Proceed issued by the Procurement Officer.
- 3.2 Further, this contract may be extended for one (1) – two (2) year period at the sole discretion of the MDOT MVA and at the prices quoted in the Bid for Option Years.
- 3.3 Audit, confidentiality, document retention, and indemnification obligations under this Contract shall survive expiration or termination of the Contract.

4. Consideration and Payment

- 4.1 In consideration of the satisfactory performance of the work set forth in this Contract, the MDOT MVA shall pay the Contractor in accordance with the terms of this Contract and at the prices quoted on the Contractor's Bid Sheet.
- 4.2 Unless a payment is unauthorized, deferred, delayed, or set-off under COMAR 21.02.07, Payments to the Contractor pursuant to this Contract shall be made no later than thirty (30) days after the MDOT MVA's receipt of a proper invoice for services provided by the Contractor. The Contractor may be eligible to receive late payment interest at the rate of 9% per annum if:
- a. The Contractor submits an invoice for the late payment interest within thirty days after the date of the State's payment of the amount on which the interest accrued; and
 - b. A contract claim has not been filed under State Finance and Procurement Article, Title 15, Subtitle 2, Annotated Code of Maryland.

The State is not liable for interest:

- a. Accruing more than one year after the 31st day after the agency receives the proper invoice; or

- b. On any amount representing unpaid interest.

Charges for late payment of invoices are authorized only as prescribed in Title 15, Subtitle 1, of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable.

- 4.3 Acceptance by the MDOT MVA of services provided by the Contractor, and pursuant to the conditions outlined in Section 4 of this Contract. Each invoice for services rendered must include the Contractor's Federal Tax Identification or Social Security Number for a Contractor who is an individual which is (**Contractor's FEIN or SSN**). Charges for late payment of invoices other than as prescribed at Md. Code Ann., State Finance and Procurement Article, §15-104 as from time-to-time amended, are prohibited. Invoices shall be submitted to the Contract Manager. Electronic funds transfer shall be used by the State to pay Contractor pursuant to this Contract and any other State payments due Contractor unless the MDOT MVA's Office of Finance grants Contractor an exemption.
- 4.4 In addition to any other available remedies, if, in the opinion of the Procurement Officer, the Contractor fails to perform in a satisfactory and timely manner, the Procurement Officer may refuse or limit approval of any invoice for payment, and may cause payments to the Contractor to be reduced or withheld until such time as the Contractor meets performance standards as established by the Procurement Officer.
- 4.5 Payment of an invoice by the MDOT MVA is not evidence that services were rendered as required under this Contract.
- 4.6 Contractor's eMaryland Marketplace Advantage vendor ID number is (**Contractor's eMMA number**).

5. Rights to Records

- 5.1 The Contractor agrees that all documents and materials including, but not limited to, software, reports, drawings, studies, specifications, estimates, tests, maps, photographs, designs, graphics, mechanical, artwork, computations, and data prepared by the Contractor for purposes of this Contract shall be the sole property of the State and shall be available to the State at any time. The State shall have the right to use the same without restriction and without compensation to the Contractor other than that specifically provided by this Contract.
- 5.2 The Contractor agrees that at all times during the term of this Contract and thereafter, works created as a deliverable under this Contract, and services performed under this Contract shall be "works made for hire" as that term is interpreted under U.S. copyright law. To the extent that any products created as a deliverable under this Contract are not works made for hire for the State, the Contractor hereby relinquishes, transfers, and assigns to the State all of its rights, title, and interest (including all intellectual property rights) to all such products created under this Contract, and will cooperate reasonably with the State in effectuating and registering any necessary assignments.
- 5.3 The Contractor shall report to the Contract Manager, promptly and in written detail, each notice or claim of copyright infringement received by the Contractor with respect to all data delivered under this Contract.

- 5.4 The Contractor shall not affix any restrictive markings upon any data, documentation, or other materials provided to the State hereunder and if such markings are affixed, the State shall have the right at any time to modify, remove, obliterate, or ignore such warnings.

6. Exclusive Use

- 6.1 The State shall have the exclusive right to use, duplicate, and disclose any data, information, documents, records, or results, in whole or in part, in any manner for any purpose whatsoever, that may be created or generated by the Contractor in connection with this Contract. If any material, including software, is capable of being copyrighted, the State shall be the copyright owner and Contractor may copyright material connected with this project only with the express written approval of the State.

7. Patents, Copyrights, and Intellectual Property

- 7.1 If the Contractor furnishes any design, device, material, process, or other item, which is covered by a patent, trademark or service mark, or copyright or which is proprietary to, or a trade secret of, another, the Contractor shall obtain the necessary permission or license to permit the State to use such item or items.
- 7.2 The Contractor will defend or settle, at its own expense, any claim or suit against the State alleging that any such item furnished by the Contractor infringes any patent, trademark, service mark, copyright, or trade secret. If a third party claims that a product infringes that party's patent, trademark, service mark, trade secret, or copyright, the Contractor will defend the State against that claim at Contractor's expense and will pay all damages, costs, and attorneys' fees that a court finally awards, provided the State: (a) promptly notifies the Contractor in writing of the claim; and (b) allows Contractor to control and cooperates with Contractor in, the defense and any related settlement negotiations. The obligations of this paragraph are in addition to those stated in Section 7.3 below.
- 7.3 If any products furnished by the Contractor become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement, the Contractor will, at its option and expense: (a) procure for the State the right to continue using the applicable item; (b) replace the product with a non-infringing product substantially complying with the item's specifications; or (c) modify the item so that it becomes non-infringing and performs in a substantially similar manner to the original item.

8. Confidentiality

- 8.1 Subject to the Maryland Public Information Act and any other applicable laws, including without limitation, HIPAA, the HI-TECH ACT, and the Maryland Medical Records Act, all confidential or proprietary information and documentation relating to either party (including without limitation, any information or data stored within the Contractor's computer systems) shall be held in absolute confidence by the other party. Each party shall, however, be permitted to disclose relevant confidential information to its officers, agents, and employees to the extent that such disclosure is necessary for the performance of their duties under this Contract, provided that the data may be collected, used, disclosed, stored, and disseminated only as provided by and consistent with the law. The provisions of this section shall not apply to information that: (a) is lawfully in the public domain; (b) has been independently developed by the other party without violation of this Contract; (c) was already in the possession of such party; (d) was supplied to such party by a third party lawfully in possession thereof and legally permitted to further disclose the information; or (e) which such party is required to disclose by law.

8.2 This Section 8 shall survive expiration or termination of this Contract.

9. Loss of Data

9.1 In the event of loss of any State data or records where such loss is due to the intentional act or omission or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the Contract Manager. The Contractor shall ensure that all data is backed up and recoverable by the Contractor. Contractor shall use its best efforts to assure that at no time shall any actions undertaken by the Contractor under this Contract (or any failures to act when Contractor has a duty to act) damage or create any vulnerabilities in data bases, systems, platforms, and/or applications with which the Contractor is working hereunder.

10. Indemnification

10.1 The Contractor shall hold harmless and indemnify the State, the Maryland Department of Transportation, and the Maryland Department of Transportation Motor Vehicle Administration from and against any and all losses, damages, claims, suits, actions, liabilities, and/or expenses, including, without limitation, attorneys' fees and disbursements of any character that arise from, are in connection with or are attributable to the performance or nonperformance of the Contractor or its subcontractors under this Contract.

10.2 This indemnification clause shall not be construed to mean that the Contractor shall indemnify the State, the Maryland Department of Transportation, and the Maryland Department of Transportation Motor Vehicle Administration and its employees against liability for any losses, damages, claims, suits, actions, liabilities, and/or expenses that are attributable to the sole negligence of the State, the Maryland Department of Transportation, and the Maryland Department of Transportation Motor Vehicle Administration or their employees.

10.3 The State, Maryland Department of Transportation, and Maryland Department of Transportation Motor Vehicle Administration have no obligation to provide legal counsel or defense to the Contractor or its subcontractors in the event that a suit, claim, or action of any character is brought by any person not party to this Contract against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.4 The State, Maryland Department of Transportation, and the Maryland Department of Transportation Motor Vehicle Administration have no obligation for the payment of any judgments or the settlement of any claims against the Contractor or its subcontractors as a result of or relating to the Contractor's performance under this Contract.

10.5 The Contractor shall immediately notify the Procurement Officer of any claim or suit made or filed against the Contractor or its subcontractors regarding any matter resulting from, or relating to, the Contractor's obligations under the Contract, and will cooperate, assist, and consult with the MDOT MVA in the defense or investigation of any claim, suit, or action made or filed against the State, the Maryland Department of Transportation, or the Maryland Department of Transportation Motor Vehicle Administration as a result of, or relating to, the Contractor's performance under this Contract.

10.6 This Section 10 shall survive termination of this Contract.

11. Non-Hiring of Employees

- 11.1 No official or employee of the State, as defined under Md. Code Ann., General Provisions Article, Title § 5-101, whose duties as such official or employee include matters relating to or affecting the subject matter of this Contract, shall, during the pendency and term of this Contract and while serving as an official or employee of the State, become or be an employee of the Contractor or any entity that is a subcontractor on this Contract.

12. Disputes

- 12.1 This Contract shall be subject to the provisions of Md. Code Ann., State Finance and Procurement Article, Title 15, Subtitle 2, and COMAR 21.10 (Administrative and Civil Remedies). Pending resolution of a claim, the Contractor shall proceed diligently with the performance of the Contract in accordance with the Procurement Officer's decision. Unless a lesser period is provided by applicable statute, regulation, or the Contract, the Contractor must file a written notice of claim with the Procurement Officer within thirty (30) days after the basis for the claim is known or should have been known, whichever is earlier. Contemporaneously with or within thirty (30) days of the filing of a notice of claim, but no later than the date of final payment under the Contract, the Contractor must submit to the Procurement Officer its written claim containing the information specified in COMAR 21.10.04.02.

13. Maryland Law

- 13.1 This Contract shall be construed, interpreted, and enforced according to the laws of the State of Maryland.
- 13.2 The Md. Code Ann., Commercial Law Article, Title 22, Maryland Uniform Computer Information Transactions Act, does not apply to this Contract or to any purchase order or Notice to Proceed issued under this Contract.
- 13.3 Any and all references to the Maryland Code, Annotated contained in this Contract shall be construed to refer to such Code sections as are from time to time amended.

14. Nondiscrimination in Employment

The Contractor agrees: (a) not to discriminate in any manner against an employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, , or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test ; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause.

15. Contingent Fee Prohibition

The Contractor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of this Contract.

16. Non-availability of Funding

If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Contract succeeding the first fiscal period, this Contract shall be canceled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Contractor's rights under any termination clause in this Contract. The effect of termination of the Contract hereunder will be to discharge both the Contractor and the State from future performance of the Contract, but not from their rights and obligations existing at the time of termination. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Contract. The State shall notify the Contractor as soon as it has knowledge that funds may not be available for the continuation of this Contract for each succeeding fiscal period beyond the first.

17. Termination for Cause

If the Contractor fails to fulfill its obligations under this Contract properly and on time, or otherwise violates any provision of the Contract, the State may terminate the Contract by written notice to the Contractor. The notice shall specify the acts or omissions relied upon as cause for termination. All finished or unfinished work provided by the Contractor shall, at the State's option, become the State's property. The State shall pay the Contractor fair and equitable compensation for satisfactory performance prior to receipt of notice of termination, less the amount of damages caused by the Contractor's breach. If the damages are more than the compensation payable to the Contractor, the Contractor will remain liable after termination and the State can affirmatively collect damages. Termination hereunder, including the termination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.11B.

18. Termination for Convenience

The performance of work under this Contract may be terminated by the State in accordance with this clause in whole, or from time to time in part, whenever the State shall determine that such termination is in the best interest of the State. The State will pay all reasonable costs associated with this Contract that the Contractor has incurred up to the date of termination, and all reasonable costs associated with termination of the Contract; provided, however, the Contractor shall not be reimbursed for any anticipatory profits that have not been earned up to the date of termination. Termination hereunder, including the determination of the rights and obligations of the parties, shall be governed by the provisions of COMAR 21.07.01.12A(2).

19. Delays and Extensions of Time

The Contractor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays, interruptions, interferences, or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Contract.

Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Contractor in the performance of a contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Contractor or the subcontractors or suppliers.

20. Suspension of Work

The State unilaterally may order the Contractor in writing to suspend, delay, or interrupt all or any part of its performance for such period of time as the Procurement Officer may determine to be appropriate for the convenience of the State.

21. Pre-Existing Regulations

In accordance with the provisions of Md. Code Ann., State Finance and Procurement Article, § 11-206, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR 21) in effect on the date of execution of this Contract are applicable to this Contract.

22. Financial Disclosure

The Contractor shall comply with the provisions of Md. Code Ann., State Finance and Procurement Article, § 13-221, which requires that every person that enters into contracts, leases, or other agreements with the State or its agencies during a calendar year under which the business is to receive in the aggregate, \$100,000 or more, shall within thirty (30) days of the time when the aggregate value of these contracts, leases or other agreements reaches \$100,000, file with the Secretary of the State certain specified information to include disclosure of beneficial ownership of the business.

23. Political Contribution Disclosure

The Contractor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall, file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Please contact the State Board of Elections in regards to filings for 2015. Additional information is available on the State Board of Elections website:

http://www.elections.state.md.us/campaign_finance/index.html.

24. Documents Retention and Inspection Clause

The Contractor and subcontractors shall retain and maintain all records and documents relating to this contract for a period of five (5) years after final payment by the State hereunder or any applicable statute of limitations, whichever is longer, and shall make them available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. All records related in any way to the Contract are to be retained for the entire time provided under this section. This Section 24 shall survive expiration or termination of the Contract.

If the Contractor supplies services to a State residential health care facility under the Mental Hygiene Administration, the Family Health Administration, the Alcohol and Drug Abuse Administration, or the Developmental Disabilities Administration, the Contractor agrees, in addition to the requirements above,:

- 24.1 That pursuant to 42 Code of Federal Regulations (C.F.R.) Part 420, the Secretary of Health and Human Services, and the Comptroller General of the United States, or their duly-authorized representatives, shall be granted access to the Contractor's contract, books, documents, and records necessary to verify the cost of the services provided under this contract, until the expiration of four (4) years after the services are furnished under this contract; and
- 24.2 That similar access will be allowed to the books, documents, and records of any organization related to the Contractor or controlled by the Contractor (as those terms are defined in 42 C.F.R. (420.301) if that organization is subcontracting to provide services with a value of \$10,000 or more in a twelve (12) month period to be reimbursed through funds provided by this contract.

25. Compliance with Laws

The Contractor hereby represents and warrants that:

- 25.1 It is qualified to do business in the State and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- 25.2 It is not in arrears with respect to the payment of any monies due and owing the State, or any department or unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Contract;
- 25.3 It shall comply with all federal, State and local laws, regulations, and ordinances applicable to its activities and obligations under this Contract; and
- 25.4 It shall obtain, at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Contract.

26. Cost and Price Certification

By submitting cost or price information, the Contractor certifies to the best of its knowledge that the information submitted is accurate, complete, and current as of the date of its Bid.

The price under this Contract and any change order or modification hereunder, including profit or fee, shall be adjusted to exclude any significant price increases occurring because the Contractor furnished cost or price information which, as of the date of its Bid, was inaccurate, incomplete, or not current.

27. Subcontracting; Assignment

The Contractor may not subcontract any portion of the services provided under this Contract without obtaining the prior written approval of the Procurement Officer, nor may the Contractor assign this Contract or any of its rights or obligations hereunder, without the prior written approval of the Procurement Officer provided, however, that a contractor may assign monies receivable under a contract after due notice to the State. Any subcontracts shall include such language as may be required in various clauses contained within this Contract, exhibits, and attachments. The Contract shall not be assigned until all approvals, documents, and affidavits are completed and properly registered. The State shall not be responsible for fulfillment of the Contractor's obligations to its subcontractors.

28. Liability

- 28.1 For breach of this Contract, negligence, misrepresentation, or any other contract or tort claim, Contractor shall be liable as follows:
- a. For infringement of patents, copyrights, trademarks, service marks, and/or trade secrets, as provided in Section 7 of this Contract;
 - b. Without limitation for damages for bodily injury (including death) and damage to real property and tangible personal property; and
 - c. For all other claims, damages, losses, costs, expenses, suits, or actions in any way related to this Contract, regardless of the form. Contractor's liability for third party claims arising under Section 10 of this Contract shall be unlimited if the State is not immune from liability for claims arising under Section 10.

29. Parent Company Guarantee (If Applicable)

(Corporate name of Contractor's Parent Company) hereby guarantees absolutely the full, prompt, and complete performance by (Contractor) of all the terms, conditions and obligations contained in this Contract, as it may be amended from time to time, including any and all exhibits that are now or may become incorporated hereunto, and other obligations of every nature and kind that now or may in the future arise out of or in connection with this Contract, including any and all financial commitments, obligations, and liabilities. (Corporate name of Contractor's Parent Company) may not transfer this absolute guaranty to any other person or entity without the prior express written approval of the State, which approval the State may grant, withhold, or qualify in its sole and absolute subjective discretion. (Corporate name of Contractor's Parent Company) further agrees that if the State brings any claim, action, suit or proceeding against (Contractor), (Corporate name of Contractor's Parent Company) may be named as a party, in its capacity as Absolute Guarantor.

30. Commercial Nondiscrimination

- 30.1 As a condition of entering into this Contract, Contractor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described at Md. Code Ann., State Finance and Procurement Article, Title 19. As part of such compliance, Contractor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall Contractor retaliate against any person for reporting instances of such discrimination. Contractor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that this clause does not prohibit or limit lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. Contractor understands that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of Contractor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 30.2 The Contractor shall include the above Commercial Nondiscrimination clause, or similar clause approved by the MDOT MVA, in all subcontracts.
- 30.3 As a condition of entering into this Contract, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against Contractor under Md. Code Ann., State Finance and Procurement Article, Title 19, as amended from time to time, Contractor agrees to

provide within sixty (60) days after the request a complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past four (4) years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by Contractor on each subcontract or supply contract. Contractor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth at Md. Code Ann., State Finance and Procurement Article, Title 19, and to provide any documents relevant to any investigation that are requested by the State. Contractor understands that violation of this clause is a material breach of this Contract and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions.

31. Prompt Pay Requirements

- 31.1 If the Contractor withholds payment of an undisputed amount to its subcontractor, the MDOT MVA, at its option and in its sole discretion, may take one or more of the following actions:
- a. Not process further payments to the Contractor until payment to the subcontractor is verified;
 - b. Suspend all or some of the contract work without affecting the completion date(s) for the contract work;
 - c. Pay or cause payment of the undisputed amount to the subcontractor from monies otherwise due or that may become due;
 - d. Place a payment for an undisputed amount in an interest-bearing escrow account; or
 - e. Take other or further actions as appropriate to resolve the withheld payment including assessing liquidated damages as provided under Section 37.
- 31.2 An "undisputed amount" means an amount owed by the Contractor to a subcontractor for which there is no good faith dispute. Such "undisputed amounts" include, without limitation:
- a. Retainage which had been withheld and is, by the terms of the agreement between the Contractor and subcontractor, due to be distributed to the subcontractor; and
 - b. An amount withheld because of issues arising out of an agreement or occurrence unrelated to the agreement under which the amount is withheld.
- 31.3 An act, failure to act, or decision of a Procurement Officer or a representative of the MDOT MVA, concerning a withheld payment between the Contractor and a subcontractor under this provision, may not:
- a. Affect the rights of the contracting parties under any other provision of law;
 - b. Be used as evidence on the merits of a dispute between the MDOT MVA and the Contractor in any other proceeding; or
 - c. Result in liability against or prejudice the rights of the MDOT MVA.
- 31.4 The remedies enumerated above are in addition to those provided under COMAR 21.11.03.13 with respect to subcontractors that have contracted pursuant to the Minority Business Enterprise (MBE) program.

32. Contract Manager and Procurement Officer

The work to be accomplished under this Contract shall be performed under the direction of the Contract Manager. All matters relating to the interpretation of this Contract shall be referred to the Procurement Officer for determination.

33. Notices

All notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Kelli Gower, Procurement Officer
Maryland Department of Transportation Motor Vehicle Administration
Division of Procurement, Room 223
6601 Ritchie Highway
Glen Burnie, MD 21062

If to the Contractor:

34. Hiring Agreement

The Contractor agrees to execute and comply with the enclosed Maryland Department of Human Services (DHS) Hiring Agreement (Attachment N.) The Hiring Agreement is to be executed by the Bidder and delivered to the Procurement Officer within ten (10) Working Days following receipt of notice by the Bidder that it is being recommended for contract award. The Hiring Agreement will become effective concurrently with the award of the contract.

The Hiring Agreement provides that the Contractor and DHS will work cooperatively to promote hiring by the Contractor of qualified individuals for job openings resulting from this procurement, in accordance with Md. Code Ann., State Finance and Procurement Article §13-224.

35. Limited English Proficiency

The Contractor shall provide equal access to public services to individuals with limited English proficiency in compliance with Md. Code Ann., State Government Article, §§ 10-1101 et seq., and Policy Guidance issued by the Office of Civil Rights, Department of Health and Human Services, and DHMH Policy 02.06.07.

36. Miscellaneous

- 36.1 Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this contract shall survive termination or expiration of this contract and continue in full force and effect.
- 36.2 If any term contained in this contract is held or finally determined to be invalid, illegal, or unenforceable in any respect, in whole or in part, such term shall be severed from this contract, and the remaining terms contained herein shall continue in full force and effect, and shall in no way be affected, prejudiced, or disturbed thereby.

IN WITNESS THEREOF, the parties have executed this Contract as of the date hereinabove set forth.

Witness:

CONTRACTOR

By: _____
Signature Date

Printed Name

Title

Witness:

**MARYLAND DEPARTMENT OF TRANSPORTATION
MOTOR VEHICLE ADMINISTRATION**

By: _____
Cheryl Stambaugh, Deputy Director Date
Division of Procurement

Approved as to form and legal sufficiency:

Assistant Attorney General

Date

ATTACHMENT B – BID/PROPOSAL AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendor’s, supplier’s, or commercial customer’s employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination”. Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;

-
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
 - (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted

bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

(1) Been convicted under state or federal statute of:

(a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or

(b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;

(2) Been convicted of any criminal violation of a state or federal antitrust statute;

(3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;

(4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;

(6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)— (5) above;

(7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;

(8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;

(9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:

- (a) §7201, Attempt to Evade or Defeat Tax;
- (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
- (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
- (d) §7206, Fraud and False Statements, or
- (e) §7207 Fraudulent Returns, Statements, or Other Documents;

(10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;

(11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;

(12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:

(a) A court:

- (i) Made the finding; and
- (ii) Decision became final; or

(b) The finding was:

- (i) Made in a contested case under the Maryland Administrative Procedure act; and
- (ii) Not overturned on judicial review;

(14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:

(a) A court:

(i) Made the finding; and

(ii) Decision became final; or

(b) The finding was:

(i) Made in a contested case under the Maryland Administrative Procedure act; and

(ii) Not overturned on judicial review; or

(15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

(1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and

(2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

(1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or

(2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

(1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:

(a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and

(b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.

(2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false

certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. BY:

Signature of Authorized Representative and Affiant

Printed Name of Authorized Representative and Affiant

Title of Authorized Representative and Affiant

Date

ATTACHMENT C – CONTRACT AFFIDAVIT

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - • domestic or • foreign;
- (2) Limited Liability Company - • domestic or • foreign;
- (3) Partnership - • domestic or • foreign;
- (4) Statutory Trust - • domestic or • foreign;
- (5) • Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year

under which the business is to receive in the aggregate \$100,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of \$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL-FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;

-
- (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
- (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol-free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
- (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
- (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;
- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
- (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol-free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
- (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Proposal Affidavit dated _____, 202____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)

_____ (signature of Authorized Representative and Affiant)

ATTACHMENT D – MINORITY BUSINESS ENTERPRISE FORMS

This solicitation does not require Minority Business Enterprise Forms.

ATTACHMENT E – PRE-BID/SITE-VISIT MEETING RESPONSE FORM

No Pre-Bid Meeting/Site Visit will be held for this solicitation.

ATTACHMENT F – BID PRICING INSTRUCTIONS

Instructions:

In order to assist Bidders in the preparation of their Bid and to comply with the requirements of this solicitation, Bid Pricing Instructions and a Bid Form have been prepared. Bidders shall submit their Bid on the Bid Form in accordance with the instructions on the Bid Form and as specified herein. Do not alter the Bid Form or the Bid Form may be rejected. The Bid Form is to be signed and dated, where requested, by an individual who is authorized to bind the Bidder to the prices entered on the Bid Form.

The Bid Form is used to calculate the Bidder's TOTAL BID PRICE. Follow these instructions carefully when completing your Bid Form:

- A) All Unit and Extended Prices must be clearly entered in dollars and cents, e.g., \$24.15. Make your decimal points clear and distinct.
- B) All Unit Prices must be the actual price per unit the State will pay for the specific item or service identified in this IFB and may not be contingent on any other factor or condition in any manner.
- C) All calculations shall be rounded to the nearest cent, i.e., .344 shall be .34 and .345 shall be .35.
- D) Any goods or services required through this IFB and proposed by the vendor at **No Cost to the State** must be clearly entered in the Unit Price, if appropriate, and Extended Price with **\$0.00**.
- E) Every blank in every Bid Form shall be filled in. Any blanks may result in the Bid being regarded as non-responsive and thus rejected. Any changes or corrections made to the Bid Form by the Bidder prior to submission shall be initialed and dated.
- F) Except as instructed on the Bid Form, nothing shall be entered on or attached to the Bid Form that alters or proposes conditions or contingencies on the prices. Alterations and/or conditions usually render the Bid non-responsive, which means it will be rejected.
- G) It is imperative that the prices included on the Bid Form have been entered correctly and calculated accurately by the Bidder and that the respective total prices agree with the entries on the Bid Form. Any incorrect entries or inaccurate calculations by the Bidder will be treated as provided in COMAR 21.05.03.03E and 21.05.02.12 and may cause the Bid to be rejected.
- H) If option years are included, Bidders must submit pricing for each option year. Any option to renew will be exercised at the sole discretion of the State and will comply with all terms and conditions in force at the time the option is exercised. If exercised, the option period shall be for a period identified in the IFB at the prices entered in the Bid Form.
- I) All Bid prices entered below are to be fully loaded prices that include all costs/expenses associated with the provision of services as required by the IFB. The Bid price shall include, but is not limited to, all: labor, profit/overhead, general operating, administrative, and all other expenses and costs necessary to perform the work set forth in the solicitation. No other amounts will be paid to the Contractor. If labor rates are requested, those amounts shall be fully-loaded rates; no overtime amounts will be paid.
- J) Unless indicated elsewhere in the IFB, sample amounts used for calculations on the Bid Form are typically estimates for bidding purposes only. The Department does not guarantee a minimum or maximum number of units or usage in the performance of this Contract.
- K) Failure to adhere to any of these instructions may result in the Bid being determined non-responsive and rejected by the Department.

ATTACHMENT G – LIVING WAGE AFFIDAVIT

Contract No. _____

Name of Contractor: _____

Address: _____

If the Contract Is Exempt from the Living Wage Law

The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms that the Contract is exempt from Maryland's Living Wage Law for the following reasons (check all that apply):

- _____ Offeror is a nonprofit organization
- _____ Offeror is a public service company
- _____ Offeror employs 10 or fewer employees and the proposed contract value is less than \$500,000
- _____ Offeror employs more than 10 employees and the proposed contract value is less than \$100,000

If the Contract Is a Living Wage Contract

A. The Undersigned, being an authorized representative of the above-named Contractor, hereby affirms its commitment to comply with Title 18, State Finance and Procurement Article, Annotated Code of Maryland and, if required, submit all payroll reports to the Commissioner of Labor and Industry with regard to the above stated contract. The Offeror agrees to pay covered employees who are subject to living wage at least the living wage rate in effect at the time service is provided for hours spent on State contract activities, and ensure that its subcontractors who are not exempt also pay the required living wage rate to their covered employees who are subject to the living wage for hours spent on a State contract for services. The Contractor agrees to comply with, and ensure its subcontractors comply with, the rate requirements during the initial term of the contract and all subsequent renewal periods, including any increases in the wage rate established by the Commissioner of Labor and industry, automatically upon the effective date of the revised wage rate.

B. _____ (initial here if applicable) The Offeror affirms it has no covered employees for the following reasons: (check all that apply):

- _____ The employee(s) proposed to work on the contract will spend less than one-half of the employee's time during any work week on the contract
- _____ The employee(s) proposed to work on the contract is 17 years of age or younger during the duration of the contract; or
- _____ The employee(s) proposed to work on the contract will work less than 13 consecutive weeks on the State contract.



ON-SITE SECURE DOCUMENT
DESTRUCTION SERVICES
V-MUL-21002-M

The Commissioner of Labor and Industry reserves the right to request payroll records and other data that the Commissioner deems sufficient to confirm these affirmations at any time.

Name of Authorized Representative: _____

Signature of Authorized Representative: _____ Date: _____

Title: _____

Witness Name (Typed or Printed): _____

Witness Signature: _____ Date: _____

ATTACHMENT H – CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE

A. “Conflict of interest” means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the State, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

B. “Person” has the meaning stated in COMAR 21.01.02.01B (64) and includes a Offeror, Contractor, consultant, or subcontractor or sub-consultant at any tier, and also includes an employee or agent of any of them if the employee or agent has or will have the authority to control or supervise all or a portion of the work for which a Proposal is made.

C. The Offeror warrants that, except as disclosed in §D, below, there are no relevant facts or circumstances now giving rise or which could, in the future, give rise to a conflict of interest.

D. The following facts or circumstances give rise or could in the future give rise to a conflict of interest (explain in detail — attach additional sheets if necessary):

E. The Offeror agrees that if an actual or potential conflict of interest arises after the date of this affidavit, the Offeror shall immediately make a full disclosure in writing to the procurement officer of all relevant facts and circumstances. This disclosure shall include a description of actions which the Offeror has taken and proposes to take to avoid, mitigate, or neutralize the actual or potential conflict of interest. If the contract has been awarded and performance of the contract has begun, the Contractor shall continue performance until notified by the procurement officer of any contrary action to be taken.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____
(Authorized Representative and Affiant)

SUBMIT THIS AFFIDAVIT WITH BID/PROPOSAL

ATTACHMENT I – NON-DISCLOSURE AGREEMENT

This solicitation does not require a Non-Disclosure Agreement.

ATTACHMENT J – MERCURY AFFIDAVIT

This solicitation does not include the procurement of products known to likely include mercury as a component.

ATTACHMENT K – VETERAN-OWNED SMALL BUSINESS ENTERPRISE

This solicitation does not include a Veteran-Owned Small Business Enterprise goal.

ATTACHMENT L – SMALL BUSINESS RESERVE AFFIDAVIT

Maryland Department of Transportation

SMALL BUSINESS CONTRACT AFFIDAVIT

***** PROVIDING FALSE INFORMATION *****

Anyone providing false information to the State of Maryland in connection with obtaining or attempting to obtain a contract under Small Business Reserve or Preference procurement may be subject to the following:

1. A determination by a Procurement Officer that a bidder/offeror is not responsible;
2. A determination that a contract entered into is void or voidable under § 11-204 of the State Finance and Procurement Article of the Annotated Code of Maryland;
3. Suspension and debarment under Title 16 of the State Finance and Procurement Article;
4. Criminal prosecution for procurement fraud (§ 11-205.1 of the State Finance and Procurement Article), perjury, or other crimes; and
5. Other actions permitted by law.

***** FAILURE TO MEET MINIMUM QUALIFICATIONS *****

Any Bidder or potential bidder failing to meet the qualifications of a "small business" specified in § 14-501(c) of the State Finance and Procurement Article will be ineligible to participate in a procurement designated for a Small Business Reserve under § 14-504 or Small Business Preference under § 14-206 - 207. Any person or company bidding on Small Business Reserve or Preference procurement and not qualifying as a small business under § 14-501(c) will have its bid or offer rejected on the ground that the bidder is not responsible.

I AFFIRM THAT:

To the best of my knowledge, information, and belief, as of the date of submission of this Bid/Proposal, _____ (name of firm) meets the qualifications for certification as a Small Business in Maryland. I further affirm that, if for any reason during the term of the contract _____ (name of firm) no longer meets the qualifications of certification as a Small Business in Maryland, I will notify the Procurement Officer within 30 days. I agree that a failure to so notify the Procurement Officer of this change in circumstances may result in this contract being terminated for default.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

SMALL BUSINESS QUALIFICATION NUMBER _____

Date of Most Recent Qualification _____

DATE: _____

BY: _____

Signature (Authorized Representative and Affidavit)

**ATTACHMENT M – LOCATION OF THE PERFORMANCE OF SERVICES
DISCLOSURE**

This solicitation does not require a Location of the Performance of Services Disclosure.

ATTACHMENT N – DHS HIRING AGREEMENT

This solicitation does require a DHS Hiring Agreement.

ATTACHMENT O – EXPERIENCE QUESTIONNAIRE FORM

Information furnished in response to this questionnaire and any verification made by the MDOT MVA shall provide a basis for determining the responsibility of bidders. In the event the MDOT MVA deems references insufficient, the State reserves the right to determine the respondent non-responsive and to reject that respondent's bid.

NOTICE TO BIDDERS: FAILURE TO FULLY ADDRESS ALL QUESTIONS MAY CAUSE YOUR BID TO BE DISQUALIFIED AND BIDDER NOT RESPONSIBLE.

I. CONTRACTOR COMPANY INFORMATION:

Company Name: _____

Contact Person: _____

Address of Parent Company: _____

Federal ID or Social Security No: _____

Phone No: _____ Fax No: _____

E-Mail Address: _____

Date of Incorporation: _____

Number of years in business under the present name: _____

Other/former names under which your organization has operated: _____

II. COMPANY EXPERIENCE:

Brief description of your organization's primary experience: _____

Give name and data about any contracts you have failed to complete, including any terminations of default (use separate sheet if necessary). _____

Has your organization or any of its employees ever been party to any criminal action relating directly or indirectly to the general conduct of your business? _____ if yes,

Explain: _____

Has your organization ever been denied an award on which you were low bidder? _____ if yes,
Explain:

III. COMPANY EXPERIENCE:

List three (3) current clients of Janitorial Services similar to this IFB currently under contract or whom you have serviced in the last Five (5) years. Give name, address and phone number of company and client's representative that we may contact and who will provide us information for references: All references must be reachable and willing to furnish information by telephone conversation or facsimile. Attach additional pages if necessary.

1.

Name of Company

Company Representative

Phone Number/E-Mail

Length of Contract: _____

Contract Value: _____

Examples(s) of work performed:

2.

Name of Company

Company Representative

Phone Number/E-Mail

Length of Contract: _____

Contract Value: _____

Examples(s) of work performed:

3.

Name of Company

Company Representative

Phone Number/E-Mail

Length of Contract: _____

Contract Value: _____

Examples(s) of work performed:

IV. STATE OF MARYLAND EXPERIENCE: List all current and past State Contracts. (Attach additional pages, if necessary)

1.

Name of State Agency

Company Representative

Phone Number/E-Mail

Length of Contract: _____

Contract Value: _____

Examples(s) of work performed:

2.

Name of State Agency

Company Representative

Phone Number/E-Mail

Length of Contract: _____ Contract Value: _____

Examples(s) of work performed:

3.

Name of State Agency

Company Representative

Phone Number/E-Mail

Length of Contract: _____ Contract Value: _____

Examples(s) of work performed:

The MVA also reserves the right to visit the vendor's company location prior to award, or during the duration of the contract. The MVA also reserve the right to request any other information and data for the purposes of determining the Vendor's ability to perform the contract.

6) Have any service contracts held by your company ever been canceled?

YES (_____) NO (_____)

If yes, give details on a separate sheet.

7) Provide Copies of the Bidders:

a. Resume for On-Site Supervisor(s) who will be working under this Contract.

FORM COMPLETED BY:

(SIGNATURE) _____

(PLEASE PRINT NAME and TITLE) _____

ATTACHMENT P - CONFIDENTIALITY AGREEMENT

Not required for this solicitation.

SECTION 4 – BID SUBMISSION INSTRUCTIONS

INSTRUCTIONS

A Bid submitted by the Bidder must be accompanied by the completed forms and/or affidavits identified as “with Bid” in the “When to Submit” column in attached Excel Spreadsheet.

All required documents must be uploaded to eMMA as one PDF.

All Bidders are advised that if a Contract is awarded as a result of this solicitation, the successful Bidder will be required to complete certain forms and affidavits after notification of recommended award. The list of forms and affidavits that must be provided is described in the table below in the “When to Submit” column.

For documents required after award, submit one (1) of each document within the appropriate number of days after notification of recommended award, as listed in the table below in the “When to Submit” column.

**THERE ARE TWO SHEETS WITHIN THE WORKBOOK: THE BID SHEET AND THE
BIDDER SUMMARY SHEET**

Attachment Number	Attachment Name	When to Submit
A	CONTRACT (this is a sample; a completed Contract will be attached to the Notice of Recommended Award)	5 business days after recommended award
B	BID/PROPOSAL AFFIDAVIT	With Bid
C	CONTRACT AFFIDAVIT	5 business days after recommended award
D	MBE FORMS	n/a
E	PRE-BID/SITE-VISIT FORM	n/a
F	BID PRICING INSTRUCTIONS	N/A
G	LIVING WAGE AFFIDAVIT	With Bid
H	CONFLICT OF INTEREST AFFIDAVIT AND DISCLOSURE	With Bid
I	NON-DISCLOSURE AGREEMENT	n/a
J	MERCURY AFFIDAVIT	n/a
K	VSBE FORMS	n/a
L	SBR AFFIDAVIT	With Bid
M	LOCATION OF THE PERFORMANCE OF SERVICES DISCLOSURE	n/a
N	DHS HIRING AGREEMENT	n/a
O	EXPERIENCE QUESTIONNAIRE FORM	With Bid
P	CONFIDENTIALITY AGREEMENT	n/a
Q	MDOT GENERAL CONDITIONS FOR MAINTENANCE	n/a
-	Evidence of meeting insurance requirements	5 business days after recommended award
-	References	With Bid
-	All Addendum Acknowledgement pages	With Bid
-	Problem Escalation Procedure	5 business days after recommended award